

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment VII to Interlocal Agreement between The City of Orlando and Seminole County Regarding Operation of Iron Bridge Regional Water Reclamation Facility

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: Andrew Neff

CONTACT: Becky Noggle

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Amendment VII to Interlocal Agreement between The City of Orlando and Seminole County Regarding Operation of Iron Bridge Regional Water Reclamation Facility.

District 1 Bob Dallari

Bob Briggs (ext 2148)

BACKGROUND:

Orlando and other Central Florida governmental agencies, including Seminole County, participating in the Iron Bridge Facility have previously funded a proportional share of the Iron Bridge Facility construction costs to reserve wastewater treatment capacity for their respective use. Pursuant to subsequent agreements, amendments and addendums to the Agreement, overall capacity at the Iron Bridge Facility has increased and the various individual capacity allocations of the participating agencies have changed over time. As of the date of this Agreement, the capacity allocation for each Participating Agency at the Iron Bridge Facility is as seen on page 2 of the Agreement.

Terms and Conditions of this Agreement shall continue and in full force and effect through and including March 31, 2037.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Amendment VII to Interlocal Agreement between The City of Orlando and Seminole County Regarding Operation of Iron Bridge Regional Water Reclamation Facility.

ATTACHMENTS:

1. Agreement
2. Co Atty Approval

Additionally Reviewed By:

■ County Attorney Review (Ann Colby)

**AMENDMENT VII TO INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ORLANDO, FLORIDA
AND
SEMINOLE COUNTY, FLORIDA
REGARDING OPERATION OF IRON BRIDGE REGIONAL WATER
RECLAMATION FACILITY**

THIS AMENDMENT VII TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF ORLANDO, FLORIDA AND SEMINOLE COUNTY, FLORIDA ("Amendment") is entered into effective as of the ____ day of _____ 200__, by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida ("Orlando") and Seminole County, Florida, a political subdivision of the State of Florida ("Agency").

RECITALS

WHEREAS, Orlando and Agency entered into an Intergovernmental Agreement dated December 21, 1976 ("Agreement") regarding participation in the regional wastewater treatment facility commonly known as the Iron Bridge Regional Water Reclamation Facility ("Iron Bridge Facility"), and

WHEREAS, Orlando and Agency entered into an Addendum to Intergovernmental Agreement dated November 16, 1978, ("Addendum") which set forth the committed flow from the Agency as of the date of the Addendum and established criteria for the development of user fees to be charged to Agency for the processing of wastewater from the Agency at the Iron Bridge Facility, and

WHEREAS, the term of the Addendum was to have expired on April 1, 2007, but Orlando and Agency agreed to extend operation of the Iron Bridge Facility under the terms and conditions of the Addendum until this Amendment was executed;

NOW, THEREFORE, in consideration of the covenants and conditions herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged by all parties, the parties agree as follows:

Section 1. Preamble Incorporated. The foregoing recitals are true and correct and are incorporated herein as part of this Amendment.

Section 2. Term. Unless terminated sooner as otherwise provided in this Amendment, this Amendment shall be effective as of the date first set forth above and shall continue in full force and effect through and including March 31, 2037 ("Initial Term"). Thereafter, this Amendment shall automatically renew for additional five (5) year terms unless notice is given by either party to the other at least one hundred eighty (180) days prior to the expiration of the Initial Term or any renewal term terminating this Amendment effective as of the expiration of the then current term.

Section 3. Capacity Allocation.

- a. **Current Participating Agency Allocations.** Orlando and other Central Florida governmental agencies, including Agency, participating in the Iron Bridge Facility (hereinafter referred to individually as "Participating Agency" and collectively as "Participating Agencies") have previously funded a proportional share of the Iron Bridge Facility construction costs to reserve wastewater treatment capacity for their respective use. Pursuant to subsequent agreements, amendments and addendums to the Agreement, overall capacity at the Iron Bridge Facility has increased and the various individual capacity allocations of the participating agencies have changed over time. As of the date of this Amendment, the capacity allocation for each Participating Agency at the Iron Bridge Facility ("Capacity Allocation") is as follows:

Agency	Original Plant 24 MGD		Hyacinth rerate 4 MGD		Phase II expansion 12 MGD		Conveyance to Casselberry	Current Capacity Total 40 MGD	
	MGD	%	MGD	%		%	MGD	MGD	%
Orlando	12.500	52.08	2.1625	54.06	6.00	50.00		20.6625	51.66
Seminole County	2.250	9.38	1.3375	33.44	5.25	43.75	(-)0.3320	8.5055	21.26
Orange County	0.375	1.56	0	0	0	0		0.3750	0.94
Winter Park	4.962	20.68	.2500	6.25	.75	6.25		5.9620	14.9
Maitland	1.100	4.58	0	0	0	0		1.1000	2.75
Casselberry	2.813	11.72	.2500	6.25	0	0	(+)0.3320	3.3950	8.49
	24.000	100	4.000	100	12.00	100		40.0000	100

- b. **Transfers of Capacity Allocation.** The Capacity Allocation of Agency may not be sold, sublet or assigned by Agency to an entity other than a Participating Agency, without the prior written approval of Orlando, which approval shall not unreasonably be withheld. The conveyance of some or all of Agency's Capacity Allocation from Agency to another entity, other than a Participating Agency, shall be performed by written agreement and Orlando shall be a party thereto and the new entity shall bear all costs incurred by the Iron Bridge Facility which are necessary to connect or accept flows from the new entity. Agreements for the conveyance of capacity between Participating Agencies do not require Orlando's approval or Orlando to be a party; however, Orlando shall receive a minimum of thirty (30) days prior written

notice before conveyance and a copy of all such documents upon final execution.

- c. ***Assignment or Sale of the Iron Bridge Facility.*** Orlando shall have the right to sell or assign the Iron Bridge Facility, in part or in whole, to any person or entity, including but not limited to any federal, state or local governmental entity (or an agency or instrumentality of any such entity) upon such terms and conditions as it may negotiate; provided that the terms and conditions of such sale shall be approved by Orlando and any two or more of the Participating Agencies who together with Orlando collectively own sixty percent (60%) or more of the total Participating Agencies' Capacity Allocation. Any such sale or assignment shall be subject to the terms and conditions of this Amendment and the Agreement, as amended.
- d. ***Non-Payment; Suspension.*** Except as provided in this Amendment, the use and amount of the Agency's Capacity Allocation may not be reduced by Orlando during the term hereof. In the event of nonpayment of any amount due and owing hereunder, upon thirty (30) days written notice, Orlando may in its capacity as the treatment facility operator discontinue approving permit applications allowing Agency (and applicants within the jurisdiction of Agency) to connect to or transmit additional wastewater to the Iron Bridge Facility until Agency cures such nonpayment in full, together with all applicable interest. Any and all amounts not paid when due under this Amendment shall bear interest at the rate of one and one half percent (1.5%) per month until paid. The remedies contained in the section are non-exclusive and Orlando expressly reserves the right to pursue any and all other remedies available to it under law or in equity to obtain payment of amounts due.
- e. ***Maximum Annual and Daily Flows.*** Agency shall not exceed its Capacity Allocation for more than ninety (90) days in any twelve (12) consecutive month period. Should, over a ninety (90) day period, Agency's flows exceed Agency's Capacity Allocation as set forth in Section 3.a. above, Agency shall take steps to reduce the amount of flow sent to the Iron Bridge Facility or shall increase its Capacity Allocation by securing additional capacity from another Participating Agency, if it is available, or by funding an expansion of the Iron Bridge Facility. In the event that Agency fails to reduce the amount of its flow or to secure additional capacity, Orlando may take such actions as necessary, at Agency's expense, to control or limit flows from Agency to its Capacity Allocation, including but not limited to installing structures and mechanical devices to regulate the flow from Agency or to provide for treatment of Agency's flows.
- f. ***Expansion.*** In the event that Agency and Orlando mutually desire to expand the Iron Bridge Facility to secure additional capacity ("Expansion"), each then Participating Agency (including Agency and Orlando) will also be given the opportunity to request additional capacity and participate in the cost of the

Expansion. Each Participating Agency shall provide Orlando with written notice of the amount of additional capacity it desires to have constructed for its use within thirty (30) days of request from Orlando (or such longer period as Orlando may permit). After expiration of the time for receipt of such notices requesting additional capacity, Orlando shall provide each Participating Agency requesting additional capacity with written notice of the total amount of additional capacity requested by all of the Participating Agencies and a preliminary estimated cost for the Expansion. Participating Agencies shall have the right within sixty (60) days of the date of such notice (or such longer period as may be set forth in such notice) to elect in writing to purchase all or a portion of the additional capacity each requested. If a Participating Agency fails to request any additional capacity or after receipt of the preliminary cost estimate decides not to exercise its right to purchase all of the additional capacity it initially requested, its right to participate and receive additional capacity shall lapse as to the proposed Expansion, but not as to any subsequent Expansions. Each Participating Agency electing to participate in an Expansion, will enter into an agreement with Orlando on terms mutually acceptable to each party defining the Expansion capacity, the anticipated schedule of construction and the method of payment that will be used to compensate Orlando for undertaking the Expansion. Orlando shall be under no obligation to commence work on an Expansion until such time as each Participating Agency electing to participate in an Expansion has executed such an agreement with Orlando. In the event that Orlando desires to expand the capacity of the Iron Bridge Facility and none of the Participating Agencies, including Agency, wish to participate in the Expansion cost, Orlando may choose to undertake the project at its sole expense and shall receive any additional capacity derived there from.

- g. ***Rerating of Capacity.*** In the event that, in the future, Orlando is able to rerate the capacity of the Iron Bridge Facility at no additional capital cost, the increased capacity shall be proportionally shared with each agency in accordance with each Participating Agency's then current Capacity Allocation percentage. In the event the capacity rerate will require the construction of improvements at the Iron Bridge Facility or otherwise require the expenditure of additional capital cost, each Participating Agency will be given the opportunity to participate in the cost of the improvements to obtain a proportional share of the additional capacity. In such case, Orlando shall notify each Participating Agency of the anticipated additional capacity and the preliminary cost estimate for the rerating project. Each Participating Agency will be given a minimum of sixty (60) days after written notice from Orlando to notify Orlando in writing of its desire to participate in the rerating project up to its proportional share of the additional capacity. Each Participating Agency electing to participate in a rerating project, will enter into an agreement with Orlando on terms mutually acceptable to each party defining the new capacity, the anticipated schedule of construction and the method of payment that will be used to compensate Orlando for undertaking the rerating.

Orlando shall be under no obligation to commence any work on a rerating project until such time as each Participating Agency electing to participate in the project has executed such an agreement with Orlando. If none of the Participating Agencies wish to participate in the rerating cost, Orlando may choose to undertake the project at its sole expense and shall receive any additional capacity derived there from.

Section 4. Payment for Repairs, Replacement and Capital Improvements

- a. **Funded Improvements.** Agency acknowledges that, from time to time, Orlando must perform repairs, replace and renew components and construct improvements to the Iron Bridge Facility ("Improvements") in order to maintain the reliability, performance level and capacity of the treatment plant. Improvements which can reasonably be paid out of the annual operations and maintenance budget for the facility, together with any applicable uncommitted amounts then remaining in the Capital Accumulation and R & R Accumulation Accounts, if any, ("Funded Improvements") shall be performed by Orlando and paid from the operating fees charged by Orlando and, to the extent available and applicable, the Capital Accumulation Account and R & R Accumulation Account, as set forth in section 5 below.
- b. **Unfunded Improvements.** For Improvements, the cost of which cannot reasonably be paid from the operating fees and applicable amounts then existing in the Capital Accumulation Account and R & R Accumulation Account set forth in Section 5 below ("Unfunded Improvements"), Orlando shall first notify each Participating Agency of the need for an Unfunded Improvement and schedule a meeting to advise and explain to each Participating Entity the need for the Unfunded Improvement. Not less than one hundred eighty (180) days after such meeting, if Orlando determines that the proposed Unfunded Improvement would be beneficial and in the best interest of the Iron Bridge Facility, Orlando may commence work on the final design of the Unfunded Improvement and invoice each Participating Agency with capacity at the Iron Bridge Facility for work performed in proportion to each agency's then current Capacity Allocation. Participating Agencies shall pay all invoices within forty five (45) days of receipt of such invoice from Orlando.
- c. **Financing, Design, and Records Related to Improvements.** Orlando shall not be required to provide financing for Agency, nor shall Orlando carry the Agency's share of any Improvement costs for a period in excess of forty five (45) days from Agency's receipt of notice of the invoice, unless Orlando voluntarily consents to do so by separate written agreement. Subject to the obligation of each Participating Agency which is a party to an Improvement to pay their proportionate share of the cost of any Improvements, Orlando shall permit, manage, design, construct, inspect, test and place into service all Improvement projects. Agency agrees to use its best efforts to cooperate with

Orlando in the design, construction, operation and maintenance of all Improvement projects and shall promptly review any submittals sent by Orlando or give such other consideration of information as requested by Orlando and reasonably necessary to the Improvement. Orlando shall make available upon written request, all records to Agency regarding the design, construction and placing into service of all Improvements and payments therefor. Agency will be sent copies of all regulatory agency reports required to be filed by Orlando related to any Improvements if requested by Agency.

Section 5. Operating Fee Components. Agency and Orlando agree that the rates charged for treatment and transmission of Agency's sewage at the Iron Bridge Facility will be based on the application of the fee components set forth below in sub-sections a. through e., with such rates being set by an agenda item, resolution or ordinance duly approved or adopted by the Orlando City Council. Orlando shall invoice these charges on the fifth day of each month based on flows in the preceding month. Agency shall pay such invoices within forty five (45) days following receipt thereof.

a. ***Fee Component 1 – Iron Bridge Facility Operation, Maintenance & Other Costs.***

(i) ***Basic Rate.*** Basic rate will be derived by:

- (1) Dividing Anticipated Flows into;
- (2) the sum of Anticipated Operation & Maintenance Expenditures, plus Certain Capital Outlays, Renewals and Replacements Outlays, and Transportation System Operation and Maintenance Costs.

Should actual revenues exceed actual expenditures, the excess amount shall be placed in the Capital Accumulation Account, as defined below, unless the Capital Accumulation Account has reached its maximum funding level. In such event, the surplus amount shall be credited to the Participating Agencies in the next succeeding year. Should actual revenues be less than actual expenditures, the deficit will be invoiced to the Participating Agencies in the next succeeding year.

(ii) ***Definitions.***

1. **Anticipated Flows** – The total flow in million gallons projected by Orlando to be discharged to the Iron Bridge Facility during a twelve (12) month period. The twelve (12) month period shall be Orlando's fiscal year.
2. **Operation & Maintenance Expenditures** – Those expenditures incurred in the operation and maintenance of the Iron Bridge Facility and appurtenant facilities including but not limited to the following types of costs: (a) executive salaries, (b) salaries and wages – regular employees, (c) salaries and wages – extra help, (d) overtime – regular employees, (f) employee benefits, (g) insurance,

(h) travel expenses, (i) training, (j) telephone, (k) postage, (l) automobile allowance, (m) motor transport hire, (n) rents and leases, (o) electric, gas, water and sanitation charges, (p) subscriptions and memberships, (q) repairs and maintenance, (r) judgments and settlements, (s) advertising and legal notices, (t) professional services, (u) cleaning and janitorial supplies, (v) electrical, hardware, plumbing and agricultural supplies, (w) medical supplies, (x) chemicals, (y) fuel for heating, (z) gasoline, lubricants and grease, (aa) tires and parts for equipment, (bb) uniforms and clothing, (cc) tools and (dd) other materials and supplies. These operation and maintenance expenditures will be maintained in a separate cost center limited to those utilized directly in the operation, management and maintenance of the Iron Bridge Facility and appurtenant facilities.

3. **Anticipated Operation & Maintenance Expenditures** – Operation & Maintenance Expenditures that are forecast by Orlando for a twelve (12) month period for which rates are to be set and shall be based on Orlando's fiscal year.
4. **Certain Capital Outlays** – The funds that are anticipated to be needed for the improvement, extension or acquisition of equipment, facilities and other capital assets necessary to maintain the design capacity and performances, or to facilitate operation of, or to convert or modify the treatment process of the Iron Bridge Facility. For purposes of clarification and mutual understanding, these funds may also be used for the renewal and replacement of equipment and components used in connection with the Iron Bridge Facility to the extent that there are insufficient funds available for Renewal and Replacement Outlays as set forth in subsection 5 below. The total amount of such funds to be included in Fee Component 1 shall not, without the prior consent of all of the Participating Agencies, in any year exceed seven and one half percent (7.5%) of the operations and maintenance budget for the Iron Bridge Facility in such year. The aggregate amount of unexpended funds collected for the purposes and by the means herein stated shall be retained by Orlando in a capital accumulation account ("Capital Accumulation Account") for use in succeeding fiscal years; provided, however, that the amount retained in the Capital Accumulation Account shall not at any time exceed Five Million Dollars (\$5,000,000) without the prior consent of all of the Participating Agencies. Any interest accrued on such account shall be retained as part of the account balance. The maximum amount permitted to be retained in the Capital Accumulation Account shall be adjusted annually during the term of this Amendment and any renewals or extensions by the Engineering News Record (ENR) Construction Cost Index published in April each year.

5. **Renewal and Replacement Outlays** – Funds that reasonably are required for renewal and replacement of equipment and components which comprise or are used in connection with the Iron Bridge Facility. The total amount of such funds to be included in Fee Component 1 shall not, without the prior consent of all of the Participating Agencies in any year exceed five (5%) of the operations and maintenance budget for the Iron Bridge Facility in such year. The aggregate amount of unexpended funds collected for the purposes and by the means herein stated shall be retained by Orlando in an account (“R & R Accumulation Account”) for use in succeeding fiscal years; provided, however, that the R & R Accumulation Account shall not at any time exceed three million Dollars (\$3,000,000) without the prior consent of all of the Participating Agencies. Any interest accrued on such account shall be retained as part of the account balance. The R & R Accumulation Account shall be in addition to the maintenance of the Capital Accumulation Account and the maximum amount permitted to be retained in the R & R Accumulation Account shall be adjusted annually during the term of this Amendment and any renewals or extensions by the ENR Construction Cost Index published in April each year.
6. **Transportation System (Interceptors, Including Pumping Stations, Force Mains, Gravity Sewers) Operation and Maintenance Costs** - An operation and maintenance charge for sewage that flows through any part of the interceptor, from the point where Crane Strand force main discharges into the gravity sewer on Dean Road to the treatment plant, will be levied at an initial rate of \$10.00/million gallons. This rate will be adjusted annually by Orlando based on the actual operation and maintenance cost expended on this interceptor during the previous twelve (12) month period, and the relative use by flow of the various users. Due to this being a relatively short section of pipe, O&M costs will not be projected in a separate cost center budget.

b. ***Fee Component 2 – Administration Costs Not in Treatment Plant O&M Cost Center.***

(i) ***Administration Costs.*** Two types of administration costs will be recognized:

1. **City of Orlando Sewer Utility Administrative and Supervisory Personnel For Sewer** - Personnel Costs for Administrative Personnel, including direct compensation, fringe benefits and payroll taxes, and materials and supplies will be accumulated in a separate cost center. The fee component per million gallons will be calculated by taking the annual expense (A) under this cost

center and multiplying it by the ratio of the Total Number of Iron Bridge Facility Employees (B) to the Total Number of Regular Department Employees (C) and dividing this by the total annual flow in the Iron Bridge Facility (Q) in the previous fiscal year, i.e., $\text{Administrative I} = (A \times (B/C) / Q$. This method will provide for the next year's rate to always be based on actual historic costs.

2. **City of Orlando Personnel and Facilities not included directly in sewer utility budget, but which provide general support to the sewer utility and to other departments of the City** – Administrative support fee paid by the Wastewater Division to the City of Orlando General Fund for the provision of personnel, legal, accounting, purchasing and other services performed outside the Wastewater Division, but necessary for its operation. The fee component per million gallons will be calculated in the same method as outlined in sub-section 1. above for Personnel Costs for Administrative Personnel.

(ii) **Definitions.**

1. **Personnel Costs, Including Personal Services, Materials, and Supplies** – Are made up of those types of items as identified under the definition of operation and maintenance expenditures described under Fee Component 1.
2. **Total Number of Iron Bridge Facility Employees** – will be the total number of positions that are allocated in the separate cost center, which has been established by Orlando for the Iron Bridge Facility.
3. **Total Number of Regular Department Employees** – Total number of approved positions in the City of Orlando Wastewater Division budget centers, including all positions allocated to the Iron Bridge Facility. Such personnel are employed in the administration of the Wastewater Division, operation and maintenance of treatment plants and reclaimed water systems, operation and maintenance of gravity and pressure sewers, and pumping stations.
4. **Administrative Personnel** – City of Orlando Employees who are responsible for supervising and administrating the general operations of the department. At present, these positions would be listed as follows: Division Manager, Assistant Division Manager, Treatment Plant Manager, Administrative Specialists, Accounting Specialist, Communication Specialists, Billing Specialists, Technical Support Manager, Asset Manager and Project Manager.

c. **Fee Component 3 – High Strength Waste Surcharge Criteria.**

(i) **Surcharge for abnormal strength wastes.**

1. A surcharge shall be imposed where the wastes from any agency contain an abnormally high BOD or suspended solids

concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of the Agency during the billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Cost of treatment per million gallons}}{600}$$

3. Orlando may take samples of Agency's waste. Should a sample show abnormal strength, Orlando will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. The Agency may request additional samples, and Orlando will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by the Agency at the rate then prescribed in the Orlando City Code.

(ii) **Definition of Terms.**

1. **Surcharge** – Amount of money added to the Agency's monthly bill to defray the additional expense that might be created due to high strength waste discharge to the Iron Bridge Facility in the billing period.
2. **BOD** – five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.
3. **Suspended Solids** – Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.
4. **Each Constituent** – Defined as either BOD or Suspended Solids as far as waste strength is concerned.
5. **Cost of Treatment Per Million Gallons** – The annual operational cost of the Iron Bridge Facility as defined under Fee Component 1 (O&M), including costs based on the calculations described under Fee Component 2, in the preceding fiscal year, divided by the total flow to the Iron Bridge Facility in such year, expressed in millions of gallons.

d. **Fee Component 4 – Hydraulic Peaking Factor Surcharge.**

- (i) For each day that Agency discharges sewage to the Iron Bridge Facility for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, the Agency will pay a 1% surcharge on its monthly charge for all fee components except Fee Component 5 – Industrial Cost Recovery. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, the Agency will be billed an extra 1% on its monthly service charge.

(ii) Definitions.

- 1. **Average Daily Peak Flow (ADPF)** – The Agency's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing Agency.

e. **Fee Component 5 – Industrial Cost Recovery Criteria – All Users.** This component will be structured as required by current United States Environmental Protection Agency (USEPA) Regulations.

Section 6. Construction. This Amendment supersedes and replaces in its entirety the Addendum, and to the extent of any conflict, all previous agreements, amendments or representations, either verbal or written, heretofore in effect between Agency and Orlando concerning the matters covered herein. For purposes of clarification and mutual understanding, the execution and existence of this Amendment shall in no manner impair or affect the funding and other obligations of the parties set forth in Amendment VI to the Agreement. Any amendment supplement or change to this Amendment shall be made in writing and executed by the authorized representatives of the parties. This Amendment shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Agency and Orlando have contributed substantially and materially to the preparation hereof. Orlando agrees that Agency shall have the benefit of the most favorable terms existing between Orlando and any other Participating Agency or Agencies entering into a similar amendment for the same purpose as those contained herein.

Section 7. Time is of the Essence. The parties agree and acknowledge that time is of the essence for the performance of all duties, terms and requirements herein.

Section 8. Remedies; Waiver. No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing. The failure of either party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Amendment or to exercise any right or remedy as provided in this Amendment shall not impair any such right or remedy or be construed as a waiver or

relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Amendment to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

Section 9. Notices. All notices required or permitted to be given under this Amendment must be in writing and must be delivered to Orlando or Agency at its address set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

Orlando: Attention: Public Works Director
 City of Orlando, Florida
 400 South Orange Avenue, Eighth Floor,
 Orlando, Florida 32801
 Facsimile: (407) 246-2892

Agency: Attention: Director, Environmental Services
 Seminole County
 Seminole County Services Building
 101 E. First Street
 Sanford, Florida 32771
 Facsimile: (407) 665-2019

2 Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a normal business day or, if not, the first normal business day after the transmission. Orlando's Public Works Director shall have full authority to act on behalf of Orlando with respect to all matters related to this Amendment, including the making and delivery of all notices hereunder.

Section 10. Assignment. Except as may be stated elsewhere herein, this Amendment cannot be assigned by either party without the prior written consent of the other party, which consent shall be subject to the sole discretion of the non-requesting party. This Amendment and all the provisions hereof shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

Section 11. Severability. If any of the provisions of this Amendment shall be construed to be illegal or invalid, such construction shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provisions hereof shall be

deemed stricken and deleted from this Amendment to the same extent as if never incorporated herein, but all other provisions hereof shall remain in full force and effect.

Section 12. Third Party Beneficiaries. Agency shall be considered a third party beneficiary of any counterpart to this Amendment executed between Orlando and any other Participating Agency. In all other respects, no third party shall be deemed a beneficiary of any of the provisions of this Amendment.

Section 13. Dispute Resolution. The parties will attempt to settle any controversy or claim arising out of or relating to this Amendment through consultation and a spirit of mutual cooperation. If any controversy or claim remains unresolved, such controversy or claim will be addressed by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold their consent to the selection of a mediator, will share the cost of the mediation equally, and may by mutual agreement replace mediation with some other form of non-binding alternative dispute resolution ("ADR"). Either party may submit to a court of competent jurisdiction any controversy or claim arising out of or relating to this Amendment that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month mediation or ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful and the mediation or other ADR resolution procedure has ended without a mutually acceptable resolution; (ii) interim relief from the court is necessary to prevent serious and irreparable injury to the Party; (iii) if necessary to prevent the running of an applicable statute of limitations or repose; or (iv) if both parties agree to waive mediation or other ADR resolution procedures. In the event that Agency is a party to an agreement with the South Seminole North Orange County Wastewater Transmission Authority ("Authority") for the transmission of wastewater to the Iron Bridge Facility and Agency believes that the participation of the Authority in the mediation proceedings would be beneficial to reaching a mutually acceptable resolution of any issues between the parties, Orlando hereby consents to the Authority's presence and participation in the mediation proceedings.

Section 14. Governing Law; Venue. The laws of the State of Florida shall govern any and all claims arising under this Agreement.

Section 15. Force Majeure. Neither party to this Amendment shall be liable to the other for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity (other than itself), strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not reasonably subject to the party's control, which prevent or hinder the performance of a party's contractual obligations. Any such causes of delay shall extend the time of a party's performance by the length of the delays occasioned thereby.

Section 16. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. A facsimile version of any signature hereto shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first above written.

CITY OF ORLANDO, FLORIDA

Mayor/Mayor Pro Tem

ATTEST:

Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND
LEGALITY for the use and reliance of the
City of Orlando, Florida, only

_____, 2009

Assistant City Attorney
Orlando, Florida

AGENCY

SEMINOLE COUNTY, FLORIDA

By: Board of County Commissioners

Bob Dallari, Chairman

ATTEST:

Maryanne Morse,
Clerk to the Board of County Commissioners,
Seminole County, Florida

Date: _____



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Becky Noggle, OSP Coordinator
Environmental Services Department

From: Susan E. Dietrich, Assistant County Attorney
Ext. 7254

Date: September 28, 2009

Subject: Amendment VII to Interlocal Agreement between the City of Orlando and
Seminole County Regarding Operation of Iron Bridge Regional Water
Reclamation Facility

In response to your recent request, I reviewed the referenced Agreement. The Agreement is acceptable as submitted.

I am returning the original documents for further processing by authorized County personnel.

SED/dre

Attachments:

Amendment VII

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